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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is genuine
to registration. The Signature Sheet and
endorsement is also Attached to the
document are the part of the document.

Additional District Sub-Registrar
Medinipur, Medinipur, 24-Apr-2024

15 APR 2024

COPY OF DECREE

THIS INDENTURE FOR COPY OF DECREE AND OTHERS
DOCUMENTS, PLAN REGISTER ON 15th DAY OF
APRIL, 2024

তারিখ: 23/3 তারিখ: 15/4/24

স্বাক্ষর: SM

নাম: Kalyanmoy Pan

পিতা: 1 Mr. Gajendra Pan

বাস: Kalyan Pan

তারিখ: 15/4/24

Birnoryum - 20. 38.

ভেজারের নাম: পিতা পাল

ফেলার নাম: বাস্তবিক

তারিখ: 15/4/24

স্বাক্ষর: অধিদপ্তর

এ ডি. সি. বা মোটর

কি: 160000



Identified by me
Munmun Mazumder
Advocate
w/o Mr. Abhijit Mazumder
Hastings Chambers
7C, Biran Shankar Ray Road
Kolkata - 700001.

Additional District Sub-Registrar
Cossimbazar, Dum Dum

15 APR 2024

CERTIFIED COPY PETITION NO: X - 328 , DATED: 21/3/24
IN THE COURT OF THE CIVIL JUDGE (Jr. Divn) AT BIDHANNAGAR,
NORTH 24 PARGANAS

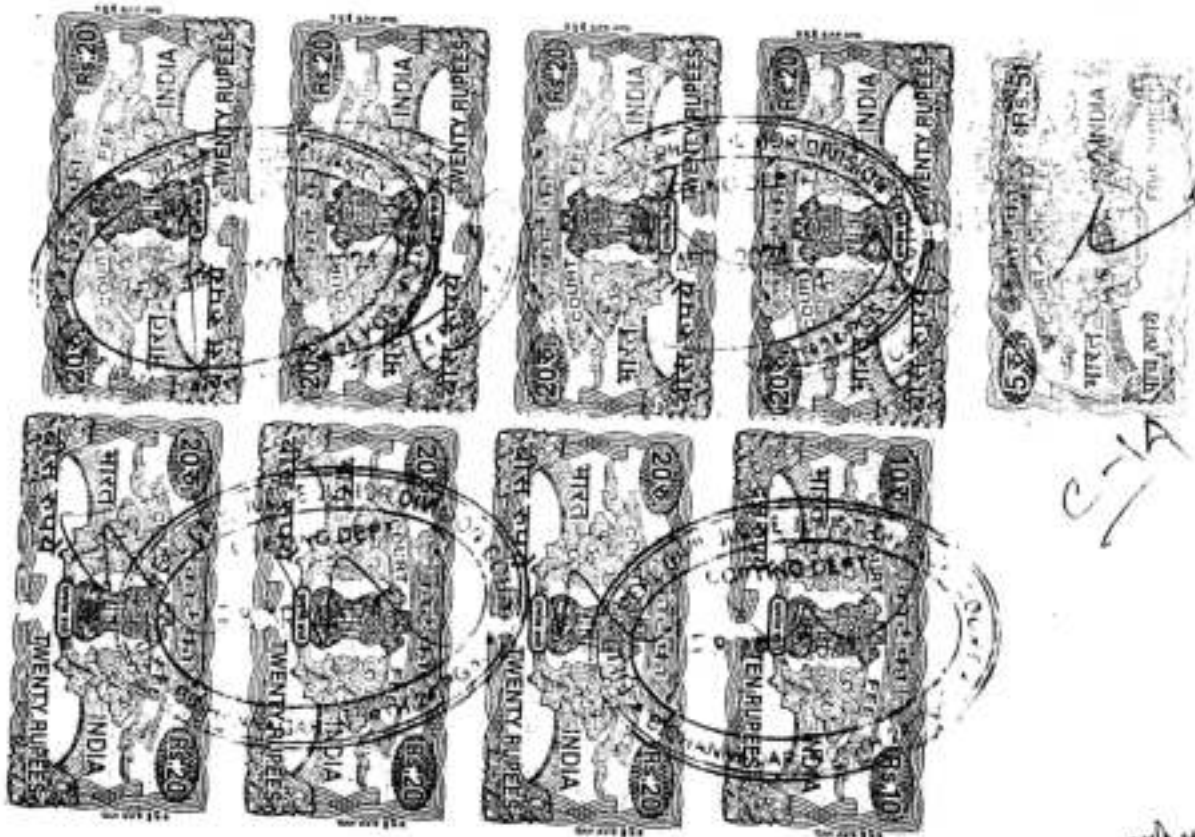
Ref: T.S Case No: 20 / 2023 Dated:

Sri Sri Bameshwar Lingam Petitioner/Plaintiff
Sri Sri Snidhan Gram Shila

V/S

Smt. Sarmistha De

..... Defendant/O.P/Respondent



EXAMINED
Comptroller & Clerk
A. C. De

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16.1.23

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P. pus par'd.

Issue Summary report submitted.

Feb-02-3-2370 AL

2 of 26

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for 03/08/23 for acceptance of wfs.

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NO Advertis order on request by local Bar

For 05/12/23 for acceptance of W/S

2. *As a result of the above, the Commission has concluded that the proposed transaction is in the public interest and that the proposed transaction is consistent with the public interest.*

Completed by: _____
on: _____

Title Suit No. 20 of 2023

Order dated 05/12/2023

Record is fixed for acceptance of Written Statement.

Ld. Advocate for the plaintiff files hazira along with an application under Order VI Rule 17 of the Code of Civil Procedure and another application under Order XXIII Rule 3 of the Code of Civil Procedure.

No steps by the Defendant.

Now record is taken up for hearing order VI Rule 17 of the CPC.

By filing the application under Order VI Rule 17 of CPC, plaintiff submits that due to typographical error sole defendant's name has been wrongly typed as Sharmistha Dey instead of Sharmistha De. Plaintiff prays for the rectification of this error.

Heard and consider.

Perused the case record.

The amendment sought for by the plaintiff is very formal in nature and would not change the nature and character of the suit. Thus, this Court does not find any legal impediment in allowing this application of amendment moved by the plaintiff.

Hence, it is

Ordered

The application date 05/12/2023 is allowed without any order as to costs.

Plaintiff is directed file a copy of the amended plaint.

Fix 16/01/2024 for the filing of amended plaint and hearing of order XXIII rule 3 of the CPC.

CJ(JD)

Later:

Ld. Advocate for the plaintiff files a copy of revised/amended plaint.
Kept with the record.

CJ(JD)

EXAMINED
Certified by - [Signature]
A.C. [Signature] Court Clerk

ORDER DATED :16.01.2024

Record is fixed for the hearing of application under Order XXIII Rule 3 of CPC.

Both the contesting parties file their respective hazira's.

Record is taken up for consideration of the application filed by parties under Order XXIII Rule 3 of Code of Civil Procedure.

Plaintiffs and defendant file one joint Compromise petition filed U/O 23 R 3 of Code of Civil Procedure supported by a joint affidavit.

By filing the application under Order XXIII Rule 3 of the CPC parties pray for passing of the decree in the compromise form on the settled terms of the compromise decree.

Now, the record is taken up for hearing of joint compromise petition.

The constituted attorney of plaintiffs namely, Kalyanmoy Paul and sole defendant namely Sarmistha De deposed on dock respectively on the matter.

Heard both sides.

Considered.

Perused the joint compromise petition wherein it is stated that the disputes between the parties to the suit have been amicably settled out of Court between the parties themselves and the plaintiff does not want to proceed with the instant case against the defendant and prays for disposal of the suit in terms of compromise.

The defendant does not raise any objection and submits that if the suit be disposed of in terms of compromise, he shall have no objection.

From the record it is appeared to the Court that the suit was filed by plaintiffs against Sarmistha De (defendant) for permanent and mandatory injunction. The point of dispute has been settled among them amicably, as such the Court finds no legal impediment to allow the application.

Thus, the prayer made under the joint compromise petition filed U/O XXIII R 3 of Code of Civil Procedure by both the parties jointly today, is hereby allowed.

Hence, it is

ORDERED

that the suit be and the same is hereby decreed on compromise.

The joint compromise petition dated 05/12/2023 be made part of the compromise decree.

Suit is, thus, disposed off accordingly.

Dealing Assistant is directed to draw up the decree accordingly.

Dealing Assistant is further directed to note in relevant registers and CIS.

[Signature]
Civil Judge (Junior Division)
Bidhannagar.

23.1.24

[Handwritten signature] Sent on 16.01.24 day.

[Signature]

[Signature]

[Handwritten text]

18 JAN 2021

Rule 14A Order VI C. P. C.

Sult No. TS-20 of 2023

Sri Sri Bramshree Shiva Linga Plaintiff
and Sri Sri ^{vs.} Siddhar Gernm Shiva as defendant estate
2 ors.

Sri Sharmastha Dey

| | | | Defendant |
|--|------------------------|---|-----------|
| Name | Plaintiff or Defendant | Residence (Village Post Office and Thana) | Remarks |
| Sri Baneshwar Linga and Sri ridhas Gram as debeattha e & ors. | Plaintiffs | Sri Smt. Sharmistha Ley, daughter of late Hiranmay Pal. residing at B Dey Road, Hooghly Orhat. Hooghly Chinsurah. Hooghly - 712103 | |
| | | | |

EXAMINED

Competition from
a Civil Court challenge

West Bengal Form No. 3695
HIGH COURT FORM NO. (1) I

Form of Heading Deposition

In the Court of Civil Judge (Jr. Divn.), Bidhannagar, North 24 Parganas

Title Suit No. 20 of 2023

Present : Ipsha Jena

Deposition of Witness DW-1 for the Defendant taken on oath with
solemn affirmation on the 16th day of January, 2024

My name is : Sarmistha De

husband of : Pranab de

I reside at : Hoogly ghat, Chinsurah

My age is : 55 Yrs

Police Station : Chinsurah

By Occupation : Home-maker.

Examination in chief on DW1 commences on 16/01/2024:

1. I am the sole defendant in this case. On the last occasion I submitted my w/s and w/o. Now I have file my compromise petition. By the terms of agreement I intend to proceed with this case.
2. We have mutually agreed to settle this suit.
3. I am not deposing under coercion and duress.
4. All the allegation has been resolved.
5. Plaintiffs do not have any allegations and claims against the me.

Cross

1. I do not have any objection if the developer Raja kumar Punia conduct the development work on the suit property.
- Closed and discharged.

(Read over and explained to the witness in vernacular.)

16/1/2024
CJ(JD)

Sarmistha De,

Signature
Committee
ACJ.M. & Civil Judge

HIGH COURT FORM NO. (J) I
Form of Heading Deposition

In the Court of Civil Judge (Jr. Divn.), Bidhannagar, North 24 Parganas

Title Suit No. 20 of 2023

Present : Ipsha Jena

Deposition of Witness PW-1 for the Plaintiff taken on oath with solemn affirmation on the 16th day of January, 2024. *Om*

My name is : Kalyanmoy Pal
Son of : Late Pachu Gopal Pal

I reside at : 1, Gangadhar Sen Lane.

My age is : 79 Yrs.

Police Station : Baranagar

By Occupation : Retired from services.

Examination in chief on PW1 commences on 16/01/2024:

1. I am one plaintiff in this case (plaintiff no 2).
2. This is original power of attorney executed by the all the plaintiffs in my favour. Let the same be marked as Exhibit 1.
3. The suit property is a residential house. Now we have reached a mutual settlement. I do not have any allegation and claims against the defendant.
4. The said application has been preferred by me voluntarily and I have not been subjected to any coercion or duress in the said withdrawal.
5. I pray as per the prayer of my application under order 23 rule 3.

Kalyanmoy Pal
Cross- Examination

Declined.

Closed and discharged.

(Read over and explained to the witness in vernacular.)

Om 16/1/2024
Civil Judge(junior division)

West Bengal Form No. 3695

Om

EXAMINED
[Signature]
Comparing Clerk
A.C.J.M.'s Court Bidhannagar



Sarmistha De
Filed by me
Sarmistha
De

Chyanya

Filed by
M. Majumdar
Hr

IN THE COURT OF THE LEARNED CIVIL JUDGE (JUNIOR DIVISION)
AT BIDHANNAGAR
TITLE SUIT NO. 20 OF 2023

"Sri Sri Baneshwar Shiva Linga" and
"Sri Sri Sridhar Gram Shila" as debutter
estate represented by one of the shebait
of Sri Kalyanmoy Pal & Ors.

..... Plaintiffs



Made part of the
decrees

Sarmistha
Civil Judge Junior Division
Bidhannagar
North 24 Parganas

-Versus-

Smt. Sarmistha De, daughter of Late
Hiranmoy Pal, residing at B Dey Road,
Hooghly Ghat, Hooghly Chinsurah,
Hooghly-712103;

..... Defendants

AN APPLICATION UNDER ORDER 23 RULE 3 READ WITH
SECTION 151 OF THE CODE OF CIVIL PROCEDURE, 1908.

The humble joint petition of the plaintiffs and
the defendant abovenamed most respectfully

SHEWETH:

1. That one Ram Gopal Pal, son of Late Kalachand Pal, since
deceased was the owner of a plot of land measuring 5 kattahs 21 Sq. Ft.
approximately, situated at premises no. 1, Ganga Dhar Sen Lane, P.S.
Baranagar, Kolkata - 700036 morefully and more particularly described in

EXAMINED
Comparing with
original in Court documents



2

Sammita DE.

Filed by me
K. K. Chatterjee
on 11/11/1974

Calcutta

Filed by
M. Nazim
Nov

the Schedule hereunder written and hereinafter referred to as the "suit property".

2. The said Ram Gopal Pal dedicated the suit property in favour of his family idol "Sri Sri Baneshwar Shiva Linga" and "Sri Sri Sridhar Gram Shila" by virtue of a deed of dedication (Arpannama) dated April 13, 1903 (30th Chaitra, 1309) registered with the office of the Land Registration Deputy Collector, Charnock Place, Calcutta.

3. By virtue of the said deed of dedication, the said Ram Gopal Pal appointed himself as the founder and first shebait. He made a provision for his widow Smt. Khirod Kumari Dasi to be shebait after him. After the demise of the said Khirod Kumar Dasi, it was declared that the elder daughter Rajlaxmi Dasi and after her, the youngest daughter of the said Ram Gopal Pal, namely Smt. Haridasi Dasi and her heirs would become the shebaits to the said estate of Baneshwar Shiva Linga and Sri Sri Sridhar Gram Shila, hereinafter referred to as the "Debottar Estate" being the plaintiff No. 1.

4. The said Khirod Kumar Dasi died intestate some time in the year 1925 thereby predeceasing the said Ram Gopal Pal. The said Ram Gopal Pal died sometime in the year 1904 leaving behind his two daughters namely Smt. Rajlaxmi Dasi and Smt. Hari Dasi Dasi. As per the deed of dedication, the elder daughter namely Rajlaxmi Dasi was appointed as the shebait of the Debottar Estate, who died intestate some time in the year 1935 as a widow at a tender age without any issue. Accordingly, the youngest daughter namely Haridasi Dasi, wife of Sri Satish Chandar Pal was appointed as the sole shebait of the Debottar Estate. The said Haridasi Dasi died intestate on February 8, 1974 leaving behind her only son Sri Panchu Gopal Pal. The said Panchu Gopal Pal was

[Signature]
Corrected and
revised by Court



3

Sammita Se.
filed by me
Kalyanpal
C. S. D.

Kalyanpal

Filed by
M. Kalyanpal
Adv.

thus appointed as the sole shebait of the Debottar Estate as per the deed of dedication.

5. The said Panchu Gopal died intestate on July 9, 1983 thereby leaving behind the following heirs :-

- (i) Smt. Parbati Sudha Pal (widow);
- (ii) Smt. Minati Dutta (daughter);
- (iii) Smt. Suniti Kundu (daughter);
- (iv) Smt. Arati Pal (daughter);
- (v) Smt. Shyandha Kundu (daughter);
- (vi) Sri Mrinmoy Pal (son);
- (vii) Sri Kalyanmoy Pal (son) (Plaintiff No. 2);
- (viii) Sri Jyotirmoy Pal (son);
- (ix) Sri Hiranmoy Pal (son).

Save and except the said abovementioned heirs, the said Panchu Gopal Pal did not have any other heirs. Immediately, upon the demise of the said Panchu Gopal Pal the aforementioned heirs became the joint shebait to the Debottar Estate and accordingly, started performing the obligations based out through the deed of dedication.

6. The said Parbati Sudha Pal, widow of Late Panchu Gopal Pal died intestate on September 18, 1984 thereby leaving behind the following heirs:

- (i) Smt. Minati Dutta (daughter);
- (ii) Smt. Suniti Kundu (daughter);
- (iii) Smt. Arati Pal (daughter);
- (iv) Smt. Shyandha Kundu (daughter);
- (v) Sri Mrinmoy Pal (son);
- (vi) Sri Kalyanmoy Pal (son) (Plaintiff No. 2);
- (vii) Sri Jyotirmoy Pal (son);

EXAMINED

Comptroller Genl
A.C. & C. Secy.



Sarmistha De
Filed by
Kalyan G.
15/02/2013

Kalyan G.

Filed by
M. Majumder
15/02/2013

(viii) Sri Hiranmoy Pal (son).

Save and except the said above mentioned heirs, the said Parbati Sudha Pal did not have any other heir.

7. The said Arati Pal being the unmarried daughter of the said Late Panchu Gopal Pal and Parbati Sudha Pal died intestate on January 4, 1986 thereby leaving behind her brothers and sisters as her surviving legal heirs.

8. The said Suniti Kundu died intestate on January 15, 2002 thereby leaving behind her two sons namely Susanta Kundu and Sukanta Kundu as her legal heirs. The husband of Smt. Suniti Kundu had predeceased her. The said Sukanta Kundu died intestate and bachelor some time in the year 2005 leaving behind his brother Susanta Kundu as the sole heir of the said Late Suniti Kundu. The said Susanta Kundu is the plaintiff no. 13 herein.

9. The said Hiranmoy Pal died intestate on July 7, 2005 thereby leaving behind his daughter namely Sarmistha De and widow namely Sobha Pal as her legal heirs. The said Sobha Pal died intestate some time in the year, 2010 thereby leaving behind Sarmistha De as the sole surviving heir. The said Sarmistha De is the defendant herein.

10. The said Jyotirmoy Pal died intestate and bachelor on November 28, 2013 thereby leaving behind his brothers and sisters as his legal heirs as follows:-

- (i) Minati Dutta;
- (ii) Sandhya Kundu;
- (iii) Mrinmoy Pal;
- (iv) Kalyanmoy Pal (plaintiff no. 2);

EXAMINED

Completed by
ACJM & Court



5
Savvinthun & E
filed by me
Shyandha

Lilgany Co.

Filed by
M. Magender
Bdr

Save and except the above mentioned heirs, the said Jyotirmoy Pal did not have any other heirs.

11. The said Sandhya Kundu died intestate on December 30, 2015 thereby leaving behind her only son namely Jayanti Kundu. The husband of Shyandha Kundu had post deceased her. The said Jayanta Kundu is the plaintiff no. 12 herein.

12. The said Mrinmoy Pal died intestate on January 19, 2019. The wife of Mrinmoy Pal namely Diptikana Pal had predeceased him. Thus, the said Mrinmoy Pal was survived by his one son and two daughters namely :-

- (i) Tanmoy Pal (son) (plaintiff no.9);
- (ii) Manisa Nandy (daughter) (plaintiff no.10);
- (iii) Manjusa Tamili (daughter) (plaintiff no.11).

Save and except the above mentioned heirs, the said Mrinmoy Pal did not have any other heirs.

13. The Tapati Mondal daughter of Said Minati Dutta died intestate on Babu Lal Mondal leaving behind her legal heir viz:

- i. Minati Dutta as her mother,
- ii. Babu Lal Mondal as her son (plaintiff no. 7).

14. The said Minati Dutta died intestate on January 19, 2020. The husband of the said Minati Dutta had predeceased her. The said Minati Dutta was survived by her four sons and two daughters:-

- (i) Sri Arup Dutta (son) (Plaintiff no.3);
- (ii) Sri Ami Dutta (son) (Plaintiff no.4);
- (iii) Sri Asit Dutta (son) (Plaintiff no.5);

EXAMINED

Current date 1/10/20
AC 111 & Court Clerk 1/10/20



Samir the DE
filed by me
1.1.11

by me

filed by
M. Maganlal

- (iv) Sri Asim Dutta (son) Palintiff no.6;
- (v) Sri Babu Lal Mondal (grandson) (Plaintiff no.7);
- (vi) Tapasi Pal (daughter) (Palintiff No.9).

Save and except the above mentioned heirs, Minati Pal did not have any other heirs.

15. Thus, the parties hereto became shebait of the said Debottar Estate jointly irrespective of their shares. Till date, the parties hereto have been diligently taking care of the Debottar Estate in due compliance with the obligations bestowed in the deed of dedication of the shebait. The religious worships accompanied with feeding the poor and hungry have been complied by the shebait out of the funds generated by the suit property and in many cases out of the personal funds of the parties hereto. The shebait being the parties hereto duly mutated their names with the concerned municipal authorities and also have been paying taxes upto-date.

16. With the passage of time, the condition of the suit property has deteriorated and presently is in a very old and dilapidated condition. The claws of inflation has also not excused the Debottar Estate's expenses. The expenses including Nitya Puja (regular worship of the Gods), salary to caretaker, electricity, municipal taxes, sweeper and cleaner expenses, yearly worship like Doljatra, Rathajatra, Annapurna Puja, Shivaratri and other miscellaneous expenses require a minimum fund of Rs. 2,61,656/- per year. Unfortunately, the income from the suit property and/or the Debottar Estate is nil. With time, the expenses of the Estate are increasing and it has become impossible after the post-Covid situation to meet even the day to day expenses far less holding the occasional religious activities. In order to meet the expenses of Debottar Estate, there has been loan liabilities building on the Debottar Estate.

ACJM.7



7
Savitri De

Filed by me
Dumka
Jag

Kalyan

Filed by
M. Magan

17. The deities of the Debottar Estate are consecrated within 200 sq. ft. being the Thakur Ghar and adjoining verandah out of the entire suit property. This is the only portion i.e. required for holding the religious activities in compliance with the stipulation of the deed of dedication. Save and except the said area morefully and more particularly described in the Schedule hereunder written and hereinafter referred to as the said suit property. The remaining portion of the suit property wherein the shebait and/or the parties live, are effectively unused portion not rendering any benefit to the Debottar Estate. Instead, the said unused portion has become a liability to the Debottar Estate inasmuch as in maintaining the suit property would also incur heavy expenditure. The remaining portion of the suit property has become uninhabitable and has become life threatening for the parties. It has become also dangerous for conducting mass gathering during the occasional religious activities including feeding the hungry and poor due to such dilapidated condition of the suit property.

18. Considering the present financial position of the Debottar Estate including the parties hereto, it was found expedient to carveout the Schedule property herein out of the suit property and sell the said remaining portion in favour of the third party who would quote the best market price.

19. The said transaction is urgently required for the purpose of maintaining the temple including performance of Debseva Puja and other religious activities as enshrined in the deed of dedication. Unless the suit property is dealt with accordingly, the entire purpose of the deed of dedication would be rendered redundant and nugatory which in effect shall render the very purpose of the deed of dedication to be infructuous.

At Jag
Comd. in
Chd. to Court



Saraswati De

Filed by me
Saraswati De

Chandani

Filed by
M. Nagarajan

20. The said schedule suit property constructed area is in dilapidated condition and required a lam sum amount to maintain and manage the performance of Debseva Puja, other religious activities and charity as such the majority of all family members and/or shebait of the said private dedits have decided to appoint Mr. Raj Kumar Bhuina as being developer to developed the suit property only for benefit of dedits.

21. In consonance with the agreement arrived at by and between the parties, the plaintiffs had caused searches in the market to get the best developer namely Raj Kumar Bhuina to developed the said schedule property herein. The said developer had duly prepared all the relevant documents relating to the develop of the balance portion of the suit property. At the time of execution of the said deed, the defendant refused to execute the deed on frivolous pretext. On one hand, the defendant is agreeable to sell the property but on the other hand the defendant is delaying the entire process despite the best efforts of the plaintiffs to deal with the property for the benefit of the Debottar Estate.

22. The plaintiff had come to learn that the defendant was trying to create third party interest in the suit property in complete violation of the said agreement arrived at between the parties for transfer and/or develop of balance portion of the suit property. The parties are still in possession of the suit property as shebait of the Debottar Estate. The property is a family dwelling house of the shebait including a temple wherein the deities of the said Debottar Estate are consecrated.

23. The plaintiffs state and contend that the acts of the defendant is illegal and contrary to the agreement arrived at between the parties. As a consequence of such violation of the agreement, the parties hereto are staying in a life-threatening condition. The plaintiffs apprehend that the

[Signature]
Saraswati De
A. G. M. & Co. Pvt. Ltd.



9
Submitted by
Filed by me
Kalyanmoy Pal
Filed by
M. Magendran
Adv.

defendant might create third party interest which would ~~against~~ the purpose of the Debottar Estate.

24. The plaintiffs are entitled to claim and claims declaration that the said agreement arrived at between the parties hereto is subsisting and exclusive on the Debottar Estate.

25. As aggrieved the plaintiffs filed Title Suit being no. 20 of 2023 before the Learned Civil Judge (Junior Division) at Bidhannagar.

26. The defendant filed her Written Statement on 27th June, 2023.

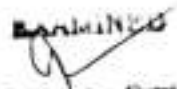
27. That with intervention of the common friends, relatives and well-wishers the parties have agreed to settle their all disputes, differences, grievances and claim given in the instant suit on the terms and condition stated in paragraph hereunder.

28. In the instant suit terms and condition settled as under :-

a. The instant suit property is belonging to "Sri Sri Baneshwar Shiv Linga and Sri Sri Sridhar Gram Shila".

b. The plaintiff no. 2 is in charge of as being Shebait for last 30 years of the plaintiff no. 1.

c. The said property is partly use for residential purpose by the shebait Sri Kalyanmoy Pal being plaintiff no. 2.


Notary Public
A.C.J.M. & Court, Bihar



10

Savarna, the Da.

Filed by me
Savarna
10/04/08

Kalyan

Filed by
M. Magan
Adv

- d. The suit property is having at present 200 sq.ft. Thakur ghat which is old and dilapidated.
- e. The said suit property is private trust of the plaintiffs and the defendant.
- f. The said suit property is required re-constructing and re-model.
- g. It is settled and decide between the plaintiff nos. 2 to 13 and the defendant that the said Raj Kumar Bhuina shall be developer.
- h. The said Thakur ghar shall re-construct, re-model with 350 sq.ft. separately by fixing new tiles and marble flooring, A.C. new electrical fittings and appliances etc.
- i. That said Raj Kumar Bhuina shall develop the said suit property with his firm, his partners and company as per his choice and requirement.
- j. The said plaintiff no. 2 shebait shall execute the development agreement and power of attorney for construction of suit property, and the plaintiff no. 3 to 13 and the defendant are having their consent and agree to not raise their objection for execution of said Development Agreement and Power of Attorney, in favour of the said Raj Kumar Bhuina.
- k. That the said development agreement shall ratio in the manner of 40:60%, the owners allocation shall be 40% and developer allocation shall be 60% in the constructed new building.
- l. That the developer shall deposit with the shebait sum of Rs.10,00,000/- as security deposit which shall be refundable interest free.


A.C.M. Srinivas



11

Submitted by
Filed by me
Subscribed by
C. S. S.

K. S. S.

Filed by
M. Maganathan
Adv

- m. That the plaintiff no. 3 to 13 and the defendant are busy and not willing to continue as shebait of the plaintiff no. 1 as such upon signing of this terms of settlement the plaintiff no. 3 to 13 and the defendant are resigning from the post of shebait due to their personal problems and difficulties.
- n. That the plaintiff no. 3 to 13 and the defendant have understood and gone through all previous and till today the income and expenditure balance sheet of the plaintiff no.1 and are being full satisfied and having no any objection, grievances claim and disputes.
- o. That upon signing of this terms of settlement the plaintiff no. 3 to 13 and the defendant hand over their shebaitship right, interest to the plaintiff no. 2 herein, and from this date the plaintiff nos. 3 to 13 and the defendant and their heirs and nominee(s) shall not be shebait of the plaintiff no. 1.
- p. That upon signing of this terms of settlement the plaintiff no. 3 to 13 and the defendant and/or their heirs and nominee(s) shall not claim shebaitship of the plaintiff no.1 in future.
- q. That the plaintiff no.2 shall be sole shebait of the plaintiff no.1 and thereafter the plaintiff no.2's legal heirs and nominee(s) shall be continue as being shebait of the plaintiff no.1 and the plaintiff no. 2 have to right to add additional shebait from family member if he required in future.
- r. That the said developer Mr. Raj Kumar Bhuina shall have full right to transfer his developer's allocation as sell, gift, mortgage, assign, lease, let out, personal use of all right, title, interest, possession as ownership and/or his choice and requirement to the third party.

WITNESSES
A.C.M.'s ...



12

Same the be

filed by me
Dudhina

Kalyanmoy Pal

Filed by
M. Nagender

s. That the plaintiff no.3 to 13 and the defendant shall have no any claim, disputes, grievances in any manner whatsoever with the developer's allocation in future.

t. That the said shebait being plaintiff no. 2 shall have full right to transfer his owner's allocation as sell, gift, mortgage, assign, lease, let out, personal use of all right, title, interest, possession as ownership and/or his choice and requirement to the third party.

u. That the plaintiff no.3 to 13 and the defendant shall have no any claim, disputes, grievances in any manner whatsoever with the owner's allocation in future.

v. That the shebait being the plaintiff no. 2 of plaintiff no. 1 shall received the money from sell of old scrap, owner's allocation of the to be constructed building which shall be use for the purpose of sheva puja, utsav, celebrate, charity, donation, religion activities, new utensil, new cloths, flowers, vogs, decoration and salary of the pandit etc.

w. In terms of settlement the parties herein declare and undertake that they are signing this terms of settlement without any undue influence, threat, pressure etc.

x. That the plaintiff no.3 to 13 are represented by their attorney Mr. Kalyanmoy Pal as per Special Power of Attorney dated 11th January, 2023.

SCHEDULE SUIT PROPERTY HEREIN

ALL THAT piece and parcel land with structure being land measuring about 5 Cottahs 21 sq. ft. and structure measuring about 200 sq. ft. old and dilapidated in condition being premises no. 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata- 700036.

~~EXHIBIT~~Comparing Court
C. M. S. Court

BEFORE THE NOTARY PUBLIC
AT BIDHANNAGAR
DIST-NORTH 24 PARGANAS



AFFIDAVIT

I, KALYANMOY PAL, son of Late Panchu Gopal Pal, aged about 78 years, by faith-Hindu, by occupation- Shebait, residing at 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata- 700036 do hereby solemnly affirm and state as follows:-

1. That I am one of the petitioner no. 2 in the instant suit and I am well acquainted with the facts and circumstances of the present case. I am duly authorized to affirm and swear this affidavit before this Hon'ble Court on behalf of the other petitioners.
2. That the statements made in paragraphs are true to my knowledge and belief.

Prepared in my office

Munim Mozunder
Advocate

Kalyan Pal
DEPONENT

S. Chaudhuri
S. CHAUDHURI
* NOTARY *
GOVT. OF INDIA
Regd. No. 5584/08
Bidhannagar Court
Dist.-North 24 Pgs.

05 DEC 2023

EXAMINED
Comparing Clk
A.C.M.'s Court B.P.

14
BEFORE THE NOTARY PUBLIC
AT BIDHANNAGAR
DIST.-NORTH 24 PARGANAS

AFFIDAVIT



I, SARMISTHA DE, daughter of Late Hiranmoy Pal, aged about years,
by faith-Hindu, by occupation- Housewife, residing at B. Dey Road,
Hooghly Ghat, Hooghly Chinsurah, Hooghly-712103 do hereby solemnly
affirm and state as follows:-

3. That I am the Defendant in the instant suit and I am well acquainted
with the facts and circumstances of the present case. I am duly to affirm
and swear this affidavit before this Hon'ble Court.

4. That the statements made in paragraphs are true to my knowledge
and belief.

Prepared in my office

[Signature]
Advocate

Sarmistha De.

DEPONENT

[Signature]
S. CHAUDHURI
• NOTARY •
GOVT. OF INDIA
Regd. No.-6534/08
Bidhannagar Court
Dist.-North 24 Pgs.

05 DEC 2023

[Signature]
Comparing Clerk
A.C.J.M.'s Court, Bidhannagar

SL. NO. 93 23



पश्चिम बंगाल WEST BENGAL

AM 834547



BEFORE THE NOTARY PUBLIC
AT BIDHANNAGAR
DIST.-NORTH 24 PARGANAS

SPECIAL POWER OF ATTORNEY FOR A COURT CASE

BY THIS SPECIAL POWER OF ATTORNEY we, (1) Sri Arup Dutta, son of Late Amar Nath Dutta, residing at 211C-1/4/4, Malancha, B. T. Road, Baranagar, Kolkata- 700036; (2) Sri Amit Dutta, son of Late Amar Nath Dutta, residing at 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata - 700036, (3) Sri Asit Dutta, son of Late Amar Nath Dutta, residing at Krishnapur Road, Shitala Tala, Panihati, Kolkata-700113; (4) Sri Ashim Dutta, son of Late Amar Nath Dutta, residing at 2/7/1, Kalidas Lahiri Road, Baranagar, Kolkata- 700036; (5) Sri Babu Lal Mondal,

1. Arup Kumar Dutta
2. Ashim Dutta
3. Sankari Paul
4. Amit Kumar Dutta
5. Tamara Paul

6. Manjisha Tamuli Pal
7. Manisha Nandy
8. Abhijit Mandal
9. Sri Dutta
10. Jayanta Kumar Mondal
11. S. Sankar Mondal

ATTESTED
CHAUDHURI
• NOTARY •
JOINT. OF INDIA
Regd. No.-0584/09
Bidhannagar Court
Dist.-North 24 Parganas

05 DEC 2023

EXAMINED

Comptroller Clerk
A.C.J.M. & Court, Bidhannagar

Sl. No. 15724 Sold to..... Baneshwar Shiva Linga and Girdhar Thakur
Address..... 1 No, Gangadhar - Seel Lane,
Baranagar, Kolkata - 700036.

A. K. Maiti
Licensed Stamp Vendor
10, Old Bazar - Kolkata - 700001
Rs. 100/- (Rupees One Hundred) only
Issue Date:..... Sign:.....

01 NOV 2022

Signature
Clerk to the
A.C.M.'s Court



son of Late Tapati Mondal, residing at 211C-1/4/4, Malancha, B. T. Road, Baranagar, Kolkata- 700036; (6) Smt. Tapasi Pal, daughter of Late Amar Nath Dutta, residing at 6/1/V, Satchasi Para Road, Cossipore, Kolkata- 700002; (7) Sri Anmoy Pal, son of Late Mrinmoy Pal, residing at 17, Dilip Ganguly Sarani, Baranagar, Kolkata- 700108; (8) Smt. Manisha Nandy, daughter of Late Mrinmoy Pal, residing at 17, Dilip Ganguly Sarani, Baranagar, Kolkata- 700108, (9) Smt. Manjusha Tamili, daughter of Late Mrinmoy Pal, residing at 17, Dilip Ganguly Sarani, Baranagar, Kolkata- 700108, (10) Sri Jayanta Kundu, son of Late Prosanto Kundu and Late Shyandha Kundu, residing at 9, West Avenue, Bidhannagar, West Midnapur, Pin Code-721101 and (11) Sri Susanta Kundu, son of Late Nilratan Kundu and Late Suniti Kundu, residing at Kundu Bhawan, Gabordanga, North 24 Parganas, Pin Code-743252 as being Shebaites of "Sri Sri Baneshwar Shiva Linga" and "Sri Sri Sridhar Gram Shila" do hereby nominate, constitute and appoint Mr. Kalyanmoy Pal, son of Late Panchu Gopal Pal, resident at 1, Ganga Dhar Sen Lane, Baranagar, Kolkata- 700036 to act and conduct on our behalf of said company of the following acts or things :

1. To our attorney shall file plaint, injunction petition, written statement, written objection, evidence in chief and other all required legal formalities on our behalf before the any competent court of law in respect of schedule property herein.
2. To our attorney shall engage or appoint any solicitor, counsel, advocate, pleader or lawyer to conduct the said case.
3. To our attorney shall prosecute legal proceedings, to sign and verify all plaints, pleadings, applications, petitions or documents before the competent court of law and to deposit, withdraw and receive document and any money or moneys from

ATTESTED
S. CHAUDHURY

* NOTARY *
GOVT. OF INDIA

Regd. No.-8524703

Bidhannagar Court

Dist.-North 24 Parganas

03 DEC 2022

05 DEC 2022

the court or from the defendant either in execution of the decree or otherwise and

sign and deliver proper receipts for us and discharges for the same.

1. Anup Kumar Dutta

2. Arun Dutta

3. Sakshi Paul

4. Aniruddh Das

5. Anmoy Pal

6. Manjusha Tamili Pal

7. Manisha Nandy

8. Abhijit Mandal

9. Aniruddh Das

10. Jayanta Kundu

11. Susanta Kundu

for us

EXAMINED

Comptroller Court
A.C.J.M. & Court Bidhannagar



4. To our attorney shall apply for inspection and inspect documents and records, to obtain copies of documents and papers.

5. To our attorney shall sign compromise petition the suit in such manner as the said attorney shall think fit.

6. To do generally all other acts and things for the conduct of the said suit as we could have done the same if we were personally present.

And we hereby for ourself, our heirs, executors, administrators and legal representatives, ratify and confirm and agree to ratify and confirm whatsoever our said attorney shall do or purport to do by virtue of these presents.

SCHEDULE PROPERTY HEREIN

ALL THAT piece and parcel land with structure being land measuring about 5 Cottahs 21 sq. ft. and structure measuring about 200 sq. ft. old and dilapidated in condition being premises no. 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata- 700036.

- 1 Anup Kumar Datta
- 2 Anurupa Datta
- 3 Jitendra Paul
- 4 Anil Kumar Datta
- 5 Anurupa Datta
- 6 Manjisha Tamuli Pal
- 7 Manisha Nandy,
- 8 Abhijit Mandal.
- 9 Anil Datta.
- 10 Jayanta Kumar Datta.
- 11

Sudantakumar

- Adv. Anurupa Datta

ATTESTED
S. CHAUDHURI
* NOTARY *
GOVT. OF INDIA
Regd. No.-6584/08
Bidhanagar Court
Dist.-North, 24 Pgs

05 DEC 2023

S. C.
GOV.
REGD.
BIDHANAGAR
DIST.-N

0

EXAMINED
Comparing Clerk
A.C.J.M.'s Court, Bidhanagar

IN WITNESS WHEREOF we the Principals and their Attorney above named have hereunto set and subscribed their respective hand and seal and execute these presents on this 11th Day of January, 2023

SIGNED, SEALED & DELIVERED

the PRINCIPAL AND ATTORNEY in
Presence of Witnesses herein



1. Khuntal Khairan
I.C. K. S. Roy Road
KOL - 700001

2. Raj Kr. Bhunia
M.P. 2, Satehori Road
KOL - 02.

1. P. K. S. Roy
 2. Datta
 3. Makani Poul.
 4. Datta
 5. Poul.
 6. Mangisha Tami Pal
 7. Mangisha Nandy.
 8. Abhijit Mandal.
 9. Anu Datta.
 10. Jayanta Roy: K. Mandal.
- Mangisha Tami Pal
Signature of the Principals

Signature of the Principals

Kalyan

I, MR. KALYANMOY PAL ACCEPT AS
ATTORNEY THIS POWER OF
ATTORNEY

ATTESTED
S. CHAUDHURI
NOTARY

GOVT. OF WEST BENGAL and prepared by me as per the information and
Regd. No. - 6584/08
Bichonahat, District North 24 Parganas by the Parties herein.

Mussum Mazumder
Advocate

05 DEC 2023

05 DEC 2023

EXAMINED
Comparing Clerk
A.C.J.M.'s Court Bichonahat

T.S. 20/23
Ex 64-1

21
C.T.
16/1/24

EXAMINED
[Signature]
Competing Clerk
A.C.J.M.'s Court, Bham.

Impfession d: 18.1.23
Disposal d: 16.1.24

HIGH COURT FORM No. (J) 25
DECREE IN ORIGINAL SUIT
(Order 20, Rules 6 and 7, Code of Civil Procedure)



DISTRICT North 24 paraganas

in the

Court of Additional Judge (in Dm) at
Baidhannagar.

Title SUIT NO. 20/2023

OF

1. " Sri Sri Banarashwar Shri S. Linga" and Sri Sri Smriti Gram Shiksha" as debutter estate represented by one of the trustees of Sri Kalyanmoy Pal, Son of H. Panchu Gopal Pal, residing at 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata-700036.
2. Sri Kalyanmoy Pal, H/o H. Panchu Gopal Pal, residing at 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata-700036.
3. Sri Anup Kumar Dutta, H/o H. Anant Nath Dutta, residing at 211C-1/4/4, Malanaka, B.T. Road, Baranagar, Kal-700036.
4. Sri Anant Dutta, H/o H. Anant Nath Dutta, residing at 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kal-700036.
5. Sri Anant Dutta, H/o H. Anant Nath Dutta, residing at Kanchanpara Road, Shiksha Tala, Purandara, Kal-700113.
6. Sri Anant Dutta, H/o H. Anant Nath Dutta, residing at 2/7/1, Kalides Lakshmi Road, Baranagar, Kolkata-700036.
7. Sri Babu Lal Mondal, H/o H. Tapati Mondal, residing at 211C-1/4/4, Malanaka, B.T. Road, Baranagar, Kal-700036.
8. Sri Tapati Pal, daughter of H. Anant Nath Dutta, residing at 6/11/4, Satabhara para Road, Calcutta, Kal-700002.
9. Sri Tanmoy Pal, H/o H. Minmoy Pal, residing at 19, Dilip Ganguly Saha, Baranagar, Kal-700108.
10. Sri Manisha Nandy, D/o H. Minmoy Pal, residing at 19, Dilip Ganguly Saha, Baranagar, Kal-108.
11. Sri Manisha Tamra, D/o H. Minmoy Pal, residing at 19, Dilip Ganguly Saha, Baranagar, Kal-108.
12. Sri Jagannath Kundu, H/o H. Prokash Kundu and H. Sandhya Kundu, residing at 9, West Avenue, Baidhannagar, West Midnapur, Pin-721101.
13. Sri Kanta Kundu, H/o H. Nilratan Kundu and Late Kanta Kundu, residing at Kundu Bhawan, Gabondanga North 24 paraganas, Pin 743252.

--- Plaintiffs

VS

Sri. Saranistha De, H/o of Late Harenmoy Pal, residing at B Dey Road, Hoopty Ghat, Hoopty Chinsurah, Hoopty-712103.

--- Defendant

EXAMINED

Court No. 104
A.C.M.'s Court, Baidhannagar



This suit coming on this day for final disposal before *g p sha Jerna*
to Civil Judge (N. Div.) of Behenagar

in the presence of

Monofath Nather D. Aka for the plaintiff.

and of

for the Defendant

It is ordered and decreed that
That the suit be and the same is hereby closed
on compromise.
The Joint Compromise Petition dt: 05.12.2023
be made part of the compromise decree.

EXAMINED

Comptroller Clerk
A.C.J.M.'s Court Behenagar

Schedule of Suit Property

All that piece and parcel land with structure
being land measuring about 5 Cottahs 21 sq.
ft. and structure measuring about 200 sq ft.
old and dilapidated in condition being
premises no. 3, Ganga Dhar Sun Lane, P.S. Baranagar,
Kolkata-700036.

and that the sum of Rs.
paid by the

to the



account of the costs of this suits, with interest thereon at the rate of
percent, per annum from this date to date of realisation.

Given under my hand and the seal of this court, this

*Enter here the date
of the judgement.

of 24-01-2024

Certified that the address above
are the address of the party.

Spoken
Judge Junior Division
Baranagar
North 24 Parganas

N.B.— The Judge shall make an autograph note stating the date, Month and year on which the decree is
and not initial the proceedings or otherwise. If not.

EXAMINED

Comptroller & Clerk
C.C.M.'s Court, Baranagar

— 4 —

Costs of Suit

| Plaintiff | Rs. | P. | Defendant | Rs. | P. |
|---|-----|----|--|-----|----|
| Stamp for plaint | | | 1. Stamp for power | | |
| Stamp for power | | | 2. Stamp for petitions and affidavits | | |
| Stamp for petitions and affidavits | | | 3. Costs of exhibits including copies made under the Bankers Book's Evidence Act 1891 | | |
| Costs of exhibits including copies made under the Bankers Book's Evidence Act 1891 | | | 4. Pleadings' fees | | |
| Reader's fee on Rs. | | | 5. Subsistences and travelling allowance of witnesses (including those of party if allowed by Judge) | | |
| Subsistence and travelling allowances of witnesses (including those of party if allowed by Judge) | | | 6. Process fee | | |
| Process fees | | | 7. Commissioners' fees | | |
| Commissioners' fees | | | 8. Demi-paper | | |
| Demi-paper | | | 9. Cost of transmission of records | | |
| Cost of transmission of records | | | 10. Other costs allowed under the Code and Civil Rules and Orders | | |
| Other costs allowed under the Code and Civil Rules and Orders | | | 11. Adjournment cost not paid in cash (to be deducted or added as the case may be) | | |
| Adjournment costs and paid in cash (to be added or deducted as the case may be) | | | | | |
| Total | | | Total | | |

Note — The parties should supply as soon as possible for the return of all exhibits which they may wish to preserve as they will be destroyed at the time prescribed by the High Court. (Rule 557 et seq. Civil Rules and orders, Vol. 1)

Note — The above note or the Schedule of costs shall be sent through if there are no exhibits for return or no costs in favour of any party. (See note to Rule 486 Civil Rule and Orders, Vol. 1)

EXAMINED
 Comparing Clerk
 A.C.J.M.'s Court, Bangalore



32
29

Filed by
M. Mazumder
Adv

IN THE COURT OF THE LEARNED CIVIL JUDGE (JUNIOR DIVISION)
AT BIDHANNAGAR
TITLE SUIT NO. 20 OF 2023

"Sri Sri Baneshwar Shiva Linga" and
"Sri Sri Sridhar Gram Shila" as debutter
estate represented by one of the shebait
of Sri Kalyanmoy Pal & Ors.

..... Plaintiffs



-Versus-

Smt. Sharmistha Dey

..... Defendants

AN APPLICATION UNDER ORDER 6 RULE 17 READ WITH
SECTION 151 OF THE CODE OF CIVIL PROCEDURE, 1908

The humble joint petition of the plaintiffs
abovenamed most respectfully

SHEWETH:

1. The plaintiffs had filed the instant suit for declaration, mandatory injunction and permanent injunction inter alia against the defendant on the following prayers:-

(a) A declaration that the agreement between the parties hereto are binding on the defendant;

(b) A decree for mandatory injunction directing the defendant to execute the Development Agreement in favour of Mr. Raj Kumar Bhuina thereby to developed the entire the schedule property which include the balance portion of the suit property after carving out the Schedule property herein ;

(c) A decree for permanent injunction restraining the defendants and their men and agents from creating any third party interest in the suit property in any manner whatsoever without consent of the plaintiffs;

(d) Receiver;

EXAMINED
Corresponding Clerk
A.C.J.M. & Civil Judge Bidhannagar



*Filed by
M. Mazumder
Adv.*

(e) Injunction;

(f) Costs;

(g) Further or other relief or reliefs.

2. That the defendant's name is Smt. Sarmistha De.
3. That the instant case the said defendant name is wrongly type as Smt. Sharmistha Dey in cause title and page no. 7 paragraph no. 9 in second line, fourth line and fifth line.
4. That the said mistake was happened due to typographical mistake.
5. That your petitioners intend to amend the plaint, since some typographical errors have been detected and certain necessary required to be incorporated in the plaint for a proper and complete adjudication of the issue in dispute.
6. The amendment is very formal in nature and by the amendment there will be no change in the nature and character of the aforesaid suit.
7. In view of the above facts, unless the amendment is allowed as per the schedule hereunder written, your petitioner shall suffer irreparable loss and injury.
8. This application is made bonafide and for the ends of justice.

It therefore humbly prayed that Your Honour would be graciously pleased to allow the amendment as per the schedule hereunder on the grounds as stated hereinabove and to pass such further or other order or orders be passed and / or direction or directions be given as this Learned Court may deem fit and proper.

And for this act of kindness, your petitioners, as in duty bound, shall ever pray.

EXAMINED
Comparing Clerk
A.C.J.M. & Court. Madhupur

BEFORE THE NOTARY PUBLIC
AT BIDHANNAGAR
DIST.-NORTH 24 PARGANAS

4



AFFIDAVIT

I, SRI KALYANMOY PAL, son of Late Panchu Gopal Pal, aged about 78 years, by faith-Hindu, by occupation- Shebait, residing at 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata- 700036 do hereby solemnly affirm and state as follows:-

1. That I am one of the petitioner no. 2 in the instant suit and I am well acquainted with the facts and circumstances of the present case. I am duly authorized to affirm and swear this affidavit before this Hon'ble Court on behalf of the other petitioners.

2. That the statements made in paragraphs 1 to 6 are true to my knowledge and the rest are my humble submissions before this Hon'ble Court.

Prepared in my office

Munmun Mazumder
Advocate

K. Kalyanmoy Pal
DEPONENT

SC
S. CHAUDHURI
* NOTARY *
GOVT. OF INDIA
Regd. No. - 5534/08
Bidhannagar Court
Dist.-North 24 Pgs.

05 DEC 2023

EXAMINED

Comptroller Clerk
A.C.J.M.'s Court, Bidhannagar



Signature

Filed by
M. Magunder
Ad

IN THE COURT OF THE LEARNED CIVIL JUDGE (JUNIOR DIVISION)

AT BIDHANNAGAR

TITLE SUIT NO. 20 OF 2023



1. "Sri Sri Baneshwar Shiva Linga" and "Sri Sri Sridhar Gram Shila" as debutter estate represented by one of the shebait of Sri Kalyanmoy Pal, Son of Late Panchu Gopal Pal, residing at 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata - 700036.

2. Sri Kalyanmoy Pal, son of Late Panchu Gopal Pal, residing at 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata - 700036, within the jurisdiction of this Learned Court;

3. Sri Arup Kumar Dutta, son of Late Amar Nath Dutta, residing at 211C-1/4/4, Malancha, B. T. Road, Baranagar, Kolkata- 700036;

4. Sri Amit Dutta, son of Late Amar Nath Dutta, residing at 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata - 700036,

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Signature
Comptroller Clerk
C.D.J. Court, Bidhannagar

*Signature**Filed by
M. Magnum
Asst*

5. Sri Asit Dutta, son of Late Amar Nath Dutta, residing at Krishnapur Road, Shitala Tala, Panihati, Kolkata-700113;

6. Sri Ashim Dutta, son of Late Amar Nath Dutta, residing at 2/7/1, Kalidas Lahiri Road, Baranagar, Kolkata-700036;

7. Sri Babu Lal Mondal, son of Late Tapati Mondal, residing at 211C-1/4/4, Malancha, B. T. Road, Baranagar, Kolkata-700036;

8. Smt. Tapasi Pal, daughter of Late Amar Nath Dutta, residing at 6/1/V, Satchasi Para Road, Cossipore, Kolkata-700002;

9. Sri Tanmoy Pal, son of Late Mrinmoy Pal, residing at 17, Dilip Ganguly Sarani, Baranagar, Kolkata-700108;

EXAMINED
Corresponding Clerk
A.C.J.M.'s Court Office

Kalyan
Filed by
M. Mazumdar
Adv



10. Smt. Manisha Nandy, daughter of
Late Mrinmoy Pal, residing at 17, Dilip
Ganguly Sarani, Baranagar, Kolkata-
700108;

11. Smt. Manjusha Tamili, daughter of
Late Mrinmoy Pal, residing at 17, Dilip
Ganguly Sarani, Baranagar, Kolkata-
700108;

12. Sri Jayanta Kundu, son of Late
Prosanto Kundu and Late Shyandha
Kundu, residing at 9, West Avenue,
Bidhannagar, West Midnapur, Pin
Code-721101;

13. Sri Susanta Kundu, son of Late
Nilratan Kundu and Late Suniti
Kundu, residing at Kundu Bhawan,
Gabordanga, North 24 Parganas, Pin
Code-743252.

..... Plaintiffs

-Versus-

Signature
Custodian, J.B. &
C.J.M.'s Court, Guwahati



4

Smt. Sarmistha De, daughter of Late
Hiranmoy Pal, residing at B Dey Road,
Hooghly Ghat, Hooghly Chinsurah,
Hooghly-712103:

..... Defendants

AMENDED PLAINT

The plaintiffs state :

1. That one Ram Gopal Pal, son of Late Kalachand Pal, since deceased was the owner of a plot of land measuring 5 kattahs 21 Sq. Ft. approximately, situated at premises no. 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata - 700036 morefully and more particularly described in the Schedule hereunder written and hereinafter referred to as the "suit property".
2. The said Ram Gopal Pal dedicated the suit property in favour of his family idol "Sri Sri Baneshwar Shiva Linga" and "Sri Sri Sridhar Gram Shila" by virtue of a deed of dedication (Arpannama) dated April 13, 1903 (30th Chaitra, 1309) registered with the office of the Land Registration Deputy Collector, Charnock Place, Calcutta. (Xerox copies of Arpannama and tax bill are annexed herewith and marked as "A" & "B").


Advocate General
A.C.J.M.'s Court, Baranagar.



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M. Mazunder
Ad.*

3. By virtue of the said deed of dedication, the said Ram Gopal Pal appointed himself as the founder and first shebait. He made a provision for his widow Smt. Khirod Kumari Dasi to be shebait after him. After the demise of the said Khirod Kumar Dasi, it was declared that the elder daughter Rajlaxmi Dassi and after her, the youngest daughter of the said Ram Gopal Pal, namely Smt. Haridasi Dasi and her heirs would become the shebait to the said estate of Baneshwar Shiva Linga and Sri Sri Sridhar Gram Shila, hereinafter referred to as the "Debottar Estate" being the plaintiff No. 1.

4. The said Khirod Kumar Dasi died intestate some time in the year 1925 thereby predeceasing the said Ram Gopal Pal. The said Ram Gopal Pal died sometime in the year 1904 leaving behind his two daughters namely Smt. Rajlaxmi Dasi and Smt. Hari Dasi Dasi. As per the deed of dedication, the elder daughter namely Rajlaxmi Dasi was appointed as the shebait of the Debottar Estate, who died intestate some time in the year 1935 as a widow at a tender age without any issue. Accordingly, the youngest daughter namely Haridasi Dasi, wife of Sri Satish Chandar Pal was appointed as the sole shebait of the Debottar Estate. The said Haridasi Dasi died intestate on February 8, 1974 leaving behind her only son Sri Panchu Gopal Pal. The said Panchu Gopal Pal was thus appointed as the sole shebait of the Debottar Estate as per the deed of dedication.

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by
Competent Clerk
A.C.J.M.'s Court Station



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M. Magande
Adv

5. The said Panchu Gopal died intestate on July 9, 1983 thereby leaving behind the following heirs :-

- (i) Smt. Parbati Sudha Pal (widow);
- (ii) Smt. Minati Dutta (daughter);
- (iii) Smt. Suniti Kundu (daughter);
- (iv) Smt. Arati Pal (daughter);
- (v) Smt. Shyandha Kundu (daughter);
- (vi) Sri Mrinmoy Pal (son);
- (vii) Sri Kalyanmoy Pal (son) (Plaintiff No. 2);
- (viii) Sri Jyotirmoy Pal (son);
- (ix) Sri Hiranmoy Pal (son).

Save and except the said abovementioned heirs, the said Panchu Gopal Pal did not have any other heirs. Immediately, upon the demise of the said Panchu Gopal Pal the aforementioned heirs became the joint shebait to the Debottar Estate and accordingly, started performing the obligations based out through the deed of dedication.

6. The said Parbati Sudha Pal, widow of Late Panchu Gopal Pal died intestate on September 18, 1984 thereby leaving behind the following heirs:

- (i) Smt. Minati Dutta (daughter);
- (ii) Smt. Suniti Kundu (daughter);
- (iii) Smt. Arati Pal (daughter);
- (iv) Smt. Shyandha Kundu (daughter);

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Comparing Clerk
A.C.J.M. to Court Officer



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M. Majumdar
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- (v) Sri Mrinmoy Pal (son);
- (vi) Sri Kalyanmoy Pal (son) (Plaintiff No. 2);
- (vii) Sri Jyotirmoy Pal (son);
- (viii) Sri Hiranmoy Pal (son).

Save and except the said above mentioned heirs, the said Parbati Sudha Pal did not have any other heir.

7. The said Arati Pal being the unmarried daughter of the said Late Panchu Gopal Pal and Parbati Sudha Pal died intestate on January 4, 1986 thereby leaving behind her brothers and sisters as her surviving legal heirs.

8. The said Suniti Kundu died intestate on January 15, 2002 thereby leaving behind her two sons namely Susanta Kundu and Sukanta Kundu as her legal heirs. The husband of Smt. Suniti Kundu had predeceased her. The said Sukanta Kundu died intestate and bachelor some time in the year 2005 leaving behind his brother Susanta Kundu as the sole heir of the said Late Suniti Kundu. The said Susanta Kundu is the plaintiff no. 13 herein.

9. The said Hiranmoy Pal died intestate on July 7, 2005 thereby leaving behind his daughter namely Sarmistha De and widow namely Sobha Pal as her legal heirs. The said Sobha Pal died intestate some time in the year, 2010 thereby leaving behind Sarmistha De as the sole surviving heir. The said Sarmistha De is the defendant herein.

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Comparing Clerk
C.M. Court, Dhanbad



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10. The said Jyotirmoy Pal died intestate and bachelor on November 28, 2013 thereby leaving behind his brothers and sisters as his legal heirs as follows:-

- (i) Minati Dutta;
- (ii) Sandhya Kundu;
- (iii) Mrinmoy Pal;
- (iv) Kalyanmoy Pal (plaintiff no. 2);

Save and except the above mentioned heirs, the said Jyotirmoy Pal did not have any other heirs.

11. The said Sandhya Kundu died intestate on December 30, 2015 thereby leaving behind her only son namely Jayanti Kundu. The husband of Shyandha Kundu had post deceased her. The said Jayanta Kundu is the plaintiff no. 12 herein.

12. The said Mrinmoy Pal died intestate on January 19, 2019. The wife of Mrinmoy Pal namely Diptikana Pal had predeceased him. Thus, the said Mrinmoy Pal was survived by his one son and two daughters namely :-

- (i) Tanmoy Pal (son) (plaintiff no.9);
- (ii) Manisa Nandy (daughter) (plaintiff no.10);
- (iii) Manjusa Tamilli (daughter) (plaintiff no.11).

EXAMINED
Comptroller Clerk
A.C.J.M.'s Court, Ranchi



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M. Mazumdar
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Save and except the above mentioned heirs, the said Minmoy Pal did not have any other heirs.

13. The Tapati Mondal daughter of Said Minati Dutta died intestate on Babu Lal Mondal leaving behind her legal heir viz:

- i. Minati Dutta as her mother,
- ii. Babu Lal Mondal as her son (plaintiff no. 7).

14. The said Minati Dutta died intestate on January 19, 2020. The husband of the said Minati Dutta had predeceased her. The said Minati Dutta was survived by her four sons and two daughters:-

- (i) Sri Arup Dutta (son) (Palintiff no.3);
- (ii) Sri Ami Dutta (son) (Palintiff no.4);
- (iii) Sri Asit Dutta (son) (Palintiff no.5);
- (iv) Sri Asim Dutta (son) Palintiff no.6);
- (v) Sri Babu Lal Mondal (grandson) (Plaintiff no.7);
- (vi) Tapasi Pal (daughter) (Palintiff No.9).

Save and except the above mentioned heirs, Minati Pal did not have any other heirs.

15. Thus, the parties hereto became shebait of the said Debottar Estate jointly irrespective of their shares. Till date, the parties hereto have been diligently taking care of the Debottar Estate in due compliance with the obligations bestowed in the deed of dedication of the shebait. The

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Corroborating Clerk
A.C.J.M. Court, Bhubaneswar



Kalyan

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M. Magan

religious worships accompanied with feeding the poor and hungry have been complied by the shebait out of the funds generated by the suit property and in many cases out of the personal funds of the parties hereto. The shebait being the parties hereto duly mutated their names with the concerned municipal authorities and also have been paying taxes upto-date.

16. With the passage of time, the condition of the suit property has deteriorated and presently is in a very old and dilapidated condition. The claws of inflation has also not excused the Debottar Estate's expenses. The expenses including Nitya Puja (regular worship of the Gods), salary to caretaker, electricity, municipal taxes, sweeper and cleaner expenses, yearly worship like Doljatra, Rathajatra, Annapurna Puja, Shivaratri and other miscellaneous expenses require a minimum fund of Rs. 2,61,656/- per year. Unfortunately, the income from the suit property and/or the Debottar Estate is nil. With time, the expenses of the Estate are increasing and it has become impossible after the post-Covid situation to meet even the day to day expenses far less holding the occasional religious activities. In order to meet the expenses of Debottar Estate, there has been loan liabilities building on the Debottar Estate.

17. The deities of the Debottar Estate are consecrated within 200 sq. ft. being the Thakur Ghar and adjoining verandah out of the entire suit property. This is the only portion i.e. required for holding the religious

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L. M. M. M. M.
A. C. J. M. M. M. M.



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Filed by
M. Magender
Adv

activities in compliance with the stipulation of the deed of dedication. Save and except the said area morefully and more particularly described in the Schedule hereunder written and hereinafter referred to as the said suit property. The remaining portion of the suit property wherein the shebais and/or the parties live, are effectively unused portion not rendering any benefit to the Debottar Estate. Instead, the said unused portion has become a liability to the Debottar Estate inasmuch as in maintaining the suit property would also incur heavy expenditure. The remaining portion of the suit property has become uninhabitable and has become life threatening for the parties. It has become also dangerous for conducting mass gathering during the occasional religious activities including feeding the hungry and poor due to such dilapidated condition of the suit property.

18. Considering the present financial position of the Debottar Estate including the parties hereto, it was found expedient to carveout the Schedule property herein out of the suit property and sell the said remaining portion in favour of the third party who would quote the best market price.

19. The said transaction is urgently required for the purpose of maintaining the temple including performance of Debseva Puja and other religious activities as enshrined in the deed of dedication. Unless the suit property is dealt with accordingly, the entire purpose of the deed of

EXAMINED

Consenting Clerk
A.C. J. & Co. Court, Bikaner



Kalyan Singh

Filed by
M. Maganathan
Adv

dedication would be rendered redundant and nugatory which in effect shall render the very purpose of the deed of dedication to be infructuous.

20. The said schedule suit property constructed area is in dilapidated in condition and required a lam sum amount to maintain and manage the performance of Debseva Puja, other religious activities and charity as such the majority of all family members and/or shebait of the said private dedits have decided to appoint Mr. Raj Kumar Bhuina as being developer to developed the suit property only for benefit of dedits.

21. In consonance with the agreement arrived at by and between the parties, the plaintiffs had caused searches in the market to get the best developer namely Raj Kumar Bhuina to developed the said schedule property herein. The said developer had duly prepared all the relevant documents relating to the develop of the balance portion of the suit property. At the time of execution of the said deed, the defendant refused to execute the deed on frivolous pretext. On one hand, the defendant is agreeable to sell the property but on the other hand the defendant is delaying the entire process despite the best efforts of the plaintiffs to deal with the property for the benefit of the Debottar Estate.

22. Recently, the plaintiffs have come to learn that the defendant is trying to create third party interest in the suit property in complete violation of the said agreement arrived at between the parties for transfer and/or develop of balance portion of the suit property. The parties are

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still in possession of the suit property as shebais of the Debottar Estate. The property is a family dwelling house of the shebais including a temple wherein the deities of the said Debottar Estate are consecrated.

23. The plaintiffs state and contend that the acts of the defendant is illegal and contrary to the agreement arrived at between the parties. As a consequence of such violation of the agreement, the parties hereto are staying in a life-threatening condition. The plaintiffs apprehend that the defendant might create third party interest which would be against the purpose of the Debottar Estate.

24. The plaintiffs are entitled to claim and claims declaration that the said agreement arrived at between the parties hereto is subsisting and exclusive on the Debottar Estate.

25. The plaintiffs are entitled to claim and claims mandatory injunction directing the defendant to enter into an agreement with Mr. Raj Kumar Bhuina after carving out the Schedule property herein from the suit property.

26. The plaintiffs are entitled to claim and claims a perpetual injunction restraining the defendant and her men and agents from creating any third party interest on the suit property in any manner whatsoever.

EXAMINED
Comparing Clerk
L.C.M.'s Court, Dhanu

Filed by
M. Mazumdar
Adv

*Ady. M. Mazumder**Filed by
M. Mazumder
Adv.*

27. Injunction as aforesaid, is also necessary to avoid unnecessary multiplicity of proceedings.

28. The plaintiffs have further claim against the defendant but to lack of particulars, the plaintiffs have been unable to incorporate the same in the instant suit. Therefore, the plaintiffs seek leave of this Learned Court under Order 2 Rule 2 of the Code of Civil Procedure, 1908 to sue the defendant in respect of the other reliefs at a subsequent stage.

29. The cause of action of the above suit arose on and from 20/10/2022, within the jurisdiction of this Learned Court when the defendant refused to execute the Development Agreement in favour of Mr. Raj Kumar Bhuina and is still continuing within the jurisdiction of this Learned Court.

30. No part of the claim of the plaintiffs are barred by limitation. The property endangered is situated within the jurisdiction of this Learned Court.

31. The plaintiffs have duly paid the Court fees as payable under the West Bengal Court Fees Act and for the purpose of Court fees and the jurisdiction of this Learned Court and ad valorem Court fees amounting to Rs. 200/- has been paid by the plaintiffs for covering all reliefs. In any event, the plaintiffs undertake to pay further Court fees, if those already paid are found to be deficient.

[Signature]
ADVOCATE
A.C. 100/2022



15

W. J. Singh

Filed by
M. Mazumder
Adv

The plaintiffs pray for leave under Order 2 Rule 2 of the Code of Civil Procedure, 1908 and claim:

- (a) A declaration that the agreement between the parties hereto are binding on the defendant;
- (b) A decree for mandatory injunction directing the defendant to execute the Development Agreement in favour of Mr. Raj Kumar Bhuina thereby to developed the entire the schedule property which include the balance portion of the suit property after carving out the Schedule property herein;
- (c) A decree for permanent injunction restraining the defendants and their men and agents from creating any third party interest in the suit property in any manner whatsoever without consent of the plaintiffs;
- (d) Receiver;

[Signature]
Counsel for Plaintiff
A.C.M. & Co. Adv.



16

(e) Injunction;

(f) Costs;

(g) Further or other relief or reliefs.

SCHEDULE SUIT PROPERTY HEREIN

ALL THAT piece and parcel land with structure being land measuring about 5 Cottahs 21 sq. ft. and structure measuring about 200 sq. ft. old and dilapidated in condition being premises no. 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata- 700036.

Handwritten notes:
Sug. 41. 42.
A. Chaudhary
A. Chaudhary

Handwritten: Kalyan

Handwritten: Filed by
M. Mazumdar
Ad.

BEFORE THE NOTARY PUBLIC
AT BIDHANNAGAR
DIST.-NORTH 24 PARGANAS



AFFIDAVIT

I, SRI KALYANMOY PAL, son of Late Panchu Gopal Pal, aged about 78 years, by faith-Hindu, by occupation- Shebait, residing at 1, Ganga Dhar Sen Lane, P.S. Baranagar, Kolkata- 700036 do hereby solemnly affirm and state as follows:-

1. That I am one of the petitioner no. 2 in the instant suit and I am well acquainted with the facts and circumstances of the present case. I am duly authorized to affirm and swear this affidavit before this Hon'ble Court on behalf of myself and the other petitioners.
2. That the statements made in paragraphs 1 to 12 are true to my knowledge and the rest are my humble submissions before this Hon'ble Court.

Prepared in my office

Munmun Mazumdar
Advocate

Kalyanmoy Pal
DEPONENT

S. Chaudhuri
S. CHAUDHURI
NOTARY
GOVT. OF INDIA
Regd. No.-6584/08
Bidhannagar Court
Dist.-North 24 Pgs.

05 DEC 2023

[Signature]
Comptroller
T.M. Chatterjee



THE PLAN
A. GANGADRI
SRIDHAR
& M

1. Date application for copy 21/3/24
2. Date fixed for certificate request
21/4/24
3. Date of receipt of certificate 21/4/24
4. Date of receipt of copy 21/4/24
5. Date of receipt of certificate (MS-1531) 21/4/24
6. Date of receipt of copy 50+151 sheets (51 sheets)

Approved and signed by the
Chief Engineer, Bangalore

[Signature]
Chief Engineer, Bangalore

Copy to be sent to Copy

[Signature]
8/4/24

PLAN OF THE LAND WITH EXISTING STRUCTURE AT PREMISES NO.-
 GANGADHAR SEN LANE; (SRI SRI BANESHWAR SHIV LINGA AND SRI SRI
 SRIDHAR GRAM SHILA) KOLKATA-700036; WARD NO.-26; HOLDING NO.-1; P.S.
 & MUNICIPALITY-BARANAGAR; DIST.-24 PARGANAS(N).

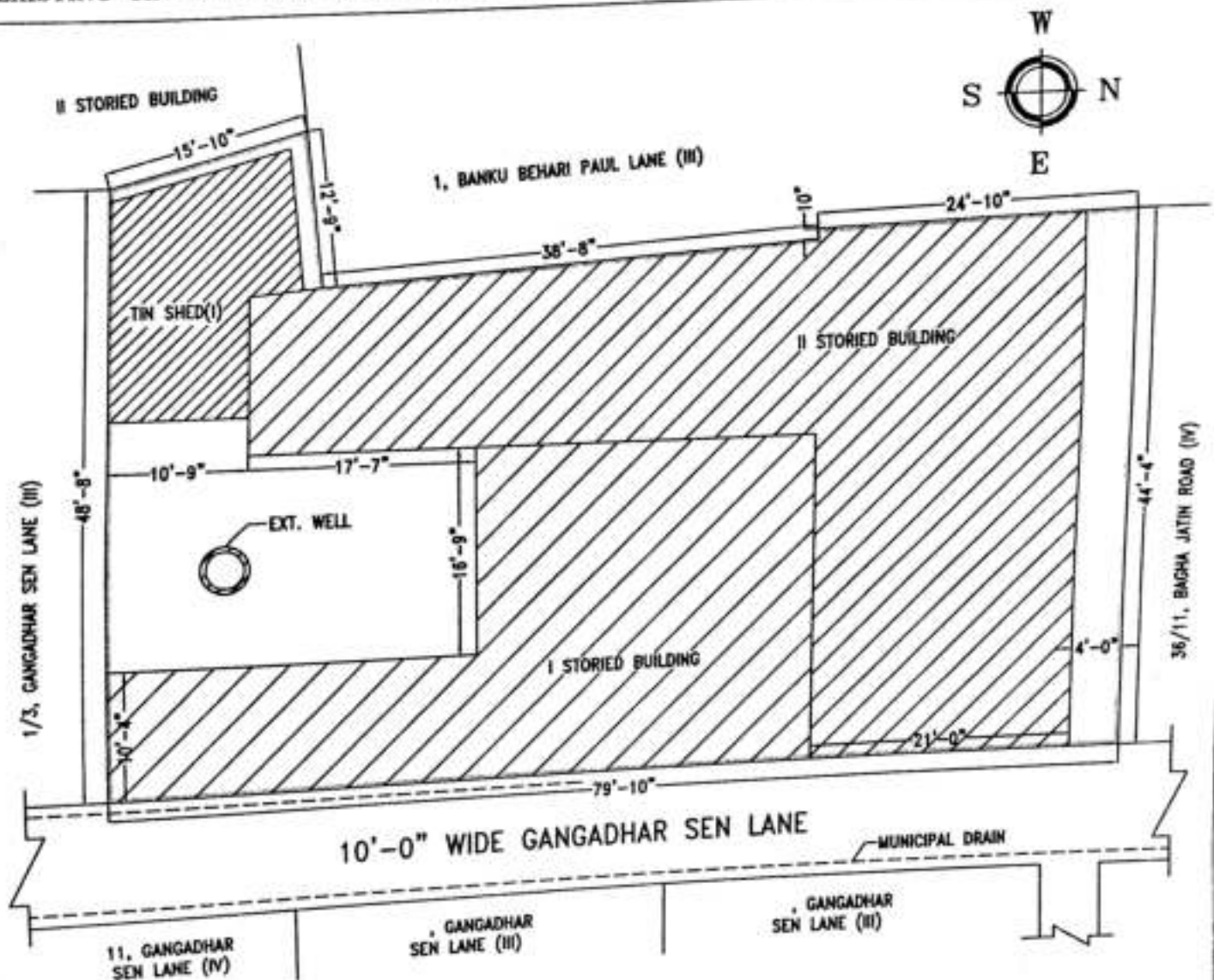
AREA STATEMENT:-

LAND AREA = 5K.-00CH.-00SFT. (M/L) (AREA SHOWN IN RED BORDER)

EXISTING GROUND FLOOR AREA = 1754 SFT. (M/L)

EXISTING FIRST FLOOR AREA = 840 SFT. (M/L)

EXISTING TIN SHED AREA ON GROUND FLOOR = 150 SFT. (M/L)














SITE PLAN
 (SCALE: 1"=12'-0")

Kalyan Sen

Tushar Kanti Das
 TUSHAR KANTI DAS
 D.M.L.U. 9-1/009

SIGNATURE OF L.B.S.:-

SPECIMEN FORM FOR TEN FINGERPRINTS

| | | | | | | |
|---|---------------------|---|---|---|---|---|
|  | <i>Kalyan Kumar</i> |  |  |  |  |  |
| | | Little | Ring | Middle | Fore | Thumb |
| | | (Left Hand) | | | | |
| | |  |  |  |  |  |
| | | Thumb | Fore | Middle | Ring | Little |
| | | (Right Hand) | | | | |
| | | | | | | |
| | | Little | Ring | Middle | Fore | Thumb |
| | | (Left Hand) | | | | |
| | | | | | | |
| | | Thumb | Fore | Middle | Ring | Little |
| | | (Right Hand) | | | | |
| | | | | | | |
| | | Little | Ring | Middle | Fore | Thumb |
| | | (Left Hand) | | | | |
| | | | | | | |
| | | Thumb | Fore | Middle | Ring | Little |
| | | (Right Hand) | | | | |

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AHPPP1412K



नाम /NAME

KALYANMOY PAL

पिता का नाम /FATHER'S NAME

PANCHUGOPAL PAL

जन्म तिथि /DATE OF BIRTH

01-02-1945

हस्ताक्षर /SIGNATURE

Kalyanmoy Pal

K. H. Das

आयकर आयुक्त, प.व.-III

COMMISSIONER OF INCOME-TAX, W.B. - III

Kalyanmoy Pal



भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrollment No 0638/10746/02532

To
Kalyanmoy Pal

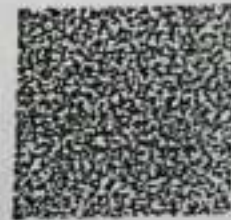
C/O Panchu Gopal Pal
1,
GANGADHAR SEN LANE,
VTC Baranagar (m) PO Baranagar,
Sec. District North 24 Parganas, District North 24 Parganas,
State West Bengal, PIN Code: 700036,
Mobile: 9433282030

14/03/2014

11550176



KF115501765FI



Kalyanmoy Pal

आपका आधार क्रमांक / Your Aadhaar No. :

9265 9875 4577

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Kalyanmoy Pal
DOB: 01/03/1945
Male

9265 9875 4577

मेरा आधार, मेरी पहचान

14/03/2014

Major Information of the Deed

| | | | |
|--|--|--|------------|
| Deed No : | I-1506-03737/2024 | Date of Registration | 15/04/2024 |
| Query No / Year | 1506-2000920757/2024 | Office where deed is registered | |
| Query Date | 12/04/2024 10:18:39 PM | A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas | |
| Applicant Name, Address & Other Details | Munmun Mazumder Hastings Chamber 7C, Kiran Shankar Roy Road Office No. GD, Ground Floor, Kolkata,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9062610373, Status :Advocate | | |
| Transaction | Additional Transaction | | |
| [1001] Copy of Decree, Copy of decree other than Partition | [4308] Other than Immovable Property, Agreement [No of Agreement : 2] | | |
| Set Forth value | Market Value | | |
| Rs. 2/- | Rs. 62,85,828/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 500/- (Article:4) | Rs. 21/- (Article:E, E) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :










District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: Gangadhar Sen Lane, Mouza: Palpara, Premises No: 1, , Ward No: 026 JI No: 7, Pin Code : 700036

| Sch No | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---------------|-----------------|----------------|---------------|---------|-------------------|-------------------------|-----------------------|---------------------|
| L1 | LR-3498 (RS :-) | LR-161 | Bastu | Bastu | 5 Katha 21 Chatak | 1/- | 62,49,378/- | Property is on Road |
| Grand Total : | | | | | 10.4156Dec | 1 /- | 62,49,378 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|--|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 200 Sq Ft. | 1/- | 36,450/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Tin Shed, Extent of Completion: Complete | | | | | |
| Total : | | 200 sq ft | 1 /- | 36,450 /- | |




Judgment Debtor Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | | | | | | | | | | |
|---|--|---|---|--------------|-----------|---|---|---|---|------------|--|-------------------|------------|
| 1 | <table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Kalyanmoy Pal Son of Late Panchugopal Pal Executed by: Self, Date of Execution: 15/04/2024 , Admitted by: Self, Date of Admission: 15/04/2024 ,Place : Office </td><td>  </td><td>  Captured </td><td>  </td></tr> <tr> <td>15/04/2024</td><td></td><td>LTI 15/04/2024</td><td>15/04/2024</td></tr> </tbody> </table> <p>1 Gangadhar Sen Lane, City:- , P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India Date of Birth:XX-XX-1XX5 , PAN No.: ahxxxxxx2k, Aadhaar No: 92xxxxxxxx4577, Status :Individual, Executed by: Self, Date of Execution: 15/04/2024 , Admitted by: Self, Date of Admission: 15/04/2024 ,Place : Office</p> | Name | Photo | Finger Print | Signature | Kalyanmoy Pal Son of Late Panchugopal Pal Executed by: Self, Date of Execution: 15/04/2024 , Admitted by: Self, Date of Admission: 15/04/2024 ,Place : Office |  |  Captured |  | 15/04/2024 | | LTI 15/04/2024 | 15/04/2024 |
| Name | Photo | Finger Print | Signature | | | | | | | | | | |
| Kalyanmoy Pal Son of Late Panchugopal Pal Executed by: Self, Date of Execution: 15/04/2024 , Admitted by: Self, Date of Admission: 15/04/2024 ,Place : Office |  |  Captured |  | | | | | | | | | | |
| 15/04/2024 | | LTI 15/04/2024 | 15/04/2024 | | | | | | | | | | |

Decree Holder Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | Sri Sri Baneshwar Shiva Linga And Sri Sri Sridhar Gram Shila 1, Ganga Dhar Sen Lane, City:- , P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036 Date of Incorporation:XX-XX-1XX5 , PAN No.: ahxxxxxx2k,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | | | | | | | | | | |
|--|---|---|---|--------------|-----------|--|---|---|---|---------------------|--|-------------------|------------|
| 1 | <table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Mr Kalyanmoy Pal (Presentant) Son of Late Panchugopal Pal Date of Execution - 15/04/2024 , , Admitted by: Self, Date of Admission: 15/04/2024, Place of Admission of Execution: Office </td><td>  </td><td>  Captured </td><td>  </td></tr> <tr> <td>Apr 15 2024 11:33AM</td><td></td><td>LTI 15/04/2024</td><td>15/04/2024</td></tr> </tbody> </table> <p>1, Ganga Dhar Sen Lane, City:- , P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036, Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.: ahxxxxxx2k, Aadhaar No: 92xxxxxxxx4577 Status : Representative, Representative of : Sri Sri Baneshwar Shiva Linga And Sri Sri Sridhar Gram Shila (as Shebait)</p> | Name | Photo | Finger Print | Signature | Mr Kalyanmoy Pal (Presentant) Son of Late Panchugopal Pal Date of Execution - 15/04/2024 , , Admitted by: Self, Date of Admission: 15/04/2024, Place of Admission of Execution: Office |  |  Captured |  | Apr 15 2024 11:33AM | | LTI 15/04/2024 | 15/04/2024 |
| Name | Photo | Finger Print | Signature | | | | | | | | | | |
| Mr Kalyanmoy Pal (Presentant) Son of Late Panchugopal Pal Date of Execution - 15/04/2024 , , Admitted by: Self, Date of Admission: 15/04/2024, Place of Admission of Execution: Office |  |  Captured |  | | | | | | | | | | |
| Apr 15 2024 11:33AM | | LTI 15/04/2024 | 15/04/2024 | | | | | | | | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|---|---|---|
| Mrs Munmun Mazumder Wife of Mr. Abhijit Mazumder Hastings Chambers, Flat No: GD, 7C, Kiron Sankar Roy Road(Hastings Street), City:- Kolkata, P.O - GPO, P.S:-Hare Street, District -Kolkata, West Bengal, India, PIN:- 700001 |  |  Captured |  |
| | 15/04/2024 | 15/04/2024 | 15/04/2024 |
| Identifier Of Kalyanmoy Pal, Mr Kalyanmoy Pal | | | |

Land Details as per Land Record

District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: Gangadhar Sen Lane, Mouza:
Palpara, Premises No: 1, , Ward No: 026 JI No: 7, Pin Code : 700036

| Sch No | Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|--------|--|-----------------|--|
| L1 | LR Plot No:- 3498, LR Khatian No:- 161 | | Seller is not the recorded Owner as per Applicant. |

Endorsement For Deed Number : I - 150603737 / 2024

On 15-04-2024

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4 of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 11:17 hrs on 15-04-2024, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr Kalyanmoy Pal .

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 15/04/2024 by Kalyanmoy Pal, Son of Late Panchugopal Pal, 1 Gangadhar Sen Lane, P.O: Baranagar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by Profession Retired Person

Identified by Mrs Munmun Mazumder, , Wife of Mr Abhijit Mazumder, Hastings Chambers, Flat No: GD, 7C, Road: Kiron Sankar Roy Road(Hastings Street), , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 15-04-2024 by Mr Kalyanmoy Pal, Shebait, Sri Sri Baneshwar Shiva Linga And Sri Sri Sridhar Gram Shila (Trust), 1, Ganga Dhar Sen Lane, City:- , P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036

Identified by Mrs Munmun Mazumder, , Wife of Mr Abhijit Mazumder, Hastings Chambers, Flat No: GD, 7C, Road: Kiron Sankar Roy Road(Hastings Street), , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 21.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 22/- and Stamp Duty paid by Stamp Rs 500.00/-

Description of Stamp
1, Stamp: Type: Impressed, Serial no 2363, Amount: Rs.500.00/-, Date of Purchase: 15/04/2024, Vendor name: R Paul

Kaustava Dey

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2024, Page from 115494 to 115607
being No 150603737 for the year 2024.



Kaustava Dey

Digitally signed by KAUSTAVA DEY
Date: 2024.04.16 14:06:15 +05:30
Reason: Digital Signing of Deed.

(Kaustava Dey) 16/04/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.